

312 845 3000

Agatha Mergenovich
Interstate Commerce Commission,
Washington, D.C.

RECORDATION NO. 13159-B
Filed 1426

RECORDATION NO. 13159-A
Filed 1425

AUG 1 1984 - 3:34 AM

AUG 1 1984 - 3 22 PM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Dear Ms. Mergenovich:

Enclosed for recordation under the provisions of 49 USC 11303(a) are the original and eight counterparts of a First Amendment to Equipment Lease dated as of June 1, 1981 and a Second Amendment to Equipment Lease dated as of January 1, 1984. The Equipment Lease to which said First Amendment and Second Amendment relate is dated as of June 1, 1981 and was filed with your office at 10:20 A.M. on June 25, 1981 and given Recordation No. 13159. Said First Amendment and Second Amendment are secondary documents.

A general description of the railroad equipment covered by the enclosed documents is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Lessor: The Connecticut Bank and Trust Company,
National Association
One Constitution Plaza
Hartford, Connecticut 06115

Lessee: Illinois Central Gulf Railroad Company
Two Illinois Center
233 North Michigan Avenue
Chicago, Illinois 60601

The undersigned is the Lessor mentioned in the enclosed documents and has knowledge of the matters set forth therein.

Please return the original and seven copies of the First Amendment and Second Amendment to Larry Elkins, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$20.00 covering the required recording fee.

A short summary of the enclosed secondary documents to appear in the Index follows:

First Amendment to Equipment Lease between The Connecticut Bank and Trust Company, National Association, as Lessor, One Constitution Plaza, Hartford, Connecticut 06115, and Illinois Central Gulf Railroad Company, as Lessee, Two Illinois Center, 233 North Michigan Avenue, Chicago, Illinois 60601, covering 11 rebuilt locomotives and 240 open top hopper cars.

Second Amendment to Equipment Lease between The Connecticut Bank and Trust Company, National Association, as Lessor, One

Constitution Plaza, Hartford, Connecticut 06115, and Illinois Central Gulf Railroad Company, as Lessee, Two Illinois Center, 233 North Michigan Avenue, Chicago, Illinois 60601, covering 11 rebuilt locomotives and 240 open top hopper cars.

Very truly yours,

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION

By 

Its

VICE PRESIDENT

LESSOR AS AFORESAID

Enclosures

DESCRIPTION OF ITEMS OF EQUIPMENT

Description of New Items:

240 100-Ton Open Top Hopper Cars
Marked and Numbered ICG
387500 through ICG 387739,
inclusive

Description of Rebuilt Items:

11 Rebuilt SW-14 Diesel Electric
Locomotives Marked and Numbered
ICG 1478 through ICG 1488,
inclusive

(I.C.G. Trust No. 81-3)

SCHEDULE A

Law Offices of

CHAPMAN AND CUTLER

a partnership including professional corporations

111 West Monroe Street, Chicago, Illinois 60603

TWX 910-221-2103 Telex 206281

Telephone 312 845-3000

Theodore S. Chapman
1877-1943
Henry E. Cutler
1879-1959

Salt Lake City Office
50 South Main Street
Salt Lake City, Utah 84144
Telephone 801 533-0066

July 31, 1984

Ms. Mildred Lee
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Room 2303
Washington, D.C. 20423

Re: Illinois Central Gulf Railroad Company
Debt Repricing for January 1, 1982
Leveraged Lease Financing (I.C.G. No. 82-1)

Dear Ms. Lee:

We enclose for recordation with the Interstate Commerce Commission three Amendments and our check in the amount of \$30.00.

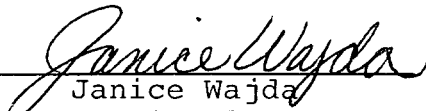
Please record these documents on the morning of August 1, 1984 and call collect to the attention of the undersigned at (312) 845-3000, ext. 4266, to confirm this filing and give me the recordation numbers.

Send the documents back to the party specified in the transmittal letter. Thank you for your cooperation.

Very truly yours,

CHAPMAN AND CUTLER

By


Janice Wajda
Paralegal

JW:br
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

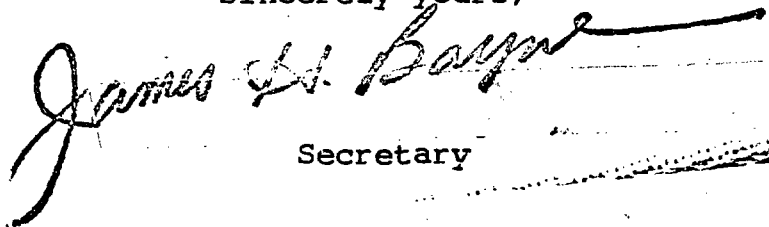
8/1/84

OFFICE OF THE SECRETARY

Janice Wajda
Paralegal
Chapman & Cutler
111 West Monroe St.
Chicago, Illinois 60603
Dear Ms. Wajda:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/1/84 at 3:30pm and assigned re-
recording number(s). 13159-A 13159-B, 13160-A, 13455-A, 13455-B & 13456-A

Sincerely yours,


Secretary

Enclosure(s)

RECORDATION NO. *13159-B*

FILED 1425

AUG 1 1984 -3 20 PM

INTERSTATE COMMERCE COMMISSION

SECOND AMENDMENT TO EQUIPMENT LEASE

Dated as of January 1, 1984

between

THE CONNECTICUT BANK AND TRUST COMPANY,
NATIONAL ASSOCIATION

(Successor by merger to The Connecticut Bank and
Trust Company) as Trustee under
I.C.G. Trust No. 81-3

LESSOR

and

ILLINOIS CENTRAL GULF RAILROAD COMPANY

LESSEE

(I.C.G. Trust No. 81-3 Debt Repricing)
(11 Rebuilt Locomotives and
240 Open Top Hopper Cars)

SECOND AMENDMENT TO EQUIPMENT LEASE

THIS SECOND AMENDMENT TO EQUIPMENT LEASE dated as of January 1, 1984 is between The Connecticut Bank and Trust Company, National Association (successor by merger to The Connecticut Bank and Trust Company), not individually but solely as trustee (the "Lessor") under a Trust Agreement dated as of June 1, 1981, as amended (the "Trust Agreement") with Valley Bank Leasing, Inc. (the "Trustor") and Illinois Central Gulf Railroad Company, a Delaware corporation (the "Lessee").

R E C I T A L S:

A. The Lessor and the Lessee have heretofore executed and delivered an Equipment Lease dated as of June 1, 1981 and a First Amendment thereto dated as of June 1, 1981 (together the "Original Equipment Lease") pursuant to which the Lessor leased to the Lessee 11 rebuilt diesel electric locomotives and 240 open top hopper cars more fully described in Schedule A hereto (the "Equipment").

B. The Original Equipment Lease was recorded in the Office of the Secretary of the Interstate Commerce Commission on June 25, 1981 at 10:20 A.M. and was given Recordation No. 13159.

C. The Original Equipment Lease was entered into as part of a leveraged lease financing of the Equipment more fully provided for in a Participation Agreement dated as of June 1, 1981 (the "Participation Agreement") among the Lessor, the Lessee, the Trustor, Waterloo Railroad Company, Mercantile-Safe Deposit and Trust Company, as Security Trustee (the "Security Trustee") and First Interstate Bank of California (the "Note Purchaser") pursuant to which the Lessor acquired the Equipment by application of sums advanced by the Trustor and the proceeds of sale of Secured Notes (the "Original Notes") of the Lessor sold to the Note Purchaser.

D. At the time the parties thereto entered into the Participation Agreement it was contemplated that the Lessor would, at the request of the Lessee, refinance the Original Notes by the sale of Notes bearing a fixed rate of interest.

E. In lieu of such a fixed rate refinancing (which is now contemplated to take place at a later date), the Lessee and the Trustor have agreed to cause the Lessor to reprice the interest payable on the loan evidenced by the Original Notes and to evidence such revision by issuing in exchange for the Original Notes its new Secured Notes (the "Notes").

F. In order to provide for the exchange of the Original Notes for the Notes, the Lessor, the Lessee, the Trustor, the

Security Trustee and the Note Purchaser propose to enter into a Debt Repricing Agreement dated as of January 1, 1984 (the "Debt Repricing Agreement").

G. In order to induce the Note Purchaser to enter into the Debt Repricing Agreement and to complete such exchange thereunder, the Lessor and the Lessee desire to amend the Original Equipment Lease as hereinafter set forth.

In consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor and the Lessee agree that the Original Equipment Lease shall be deemed to be and is hereby amended upon the execution and delivery of this Second Amendment as follows:

1. Recital B of the Original Equipment Lease shall be amended so that the defined terms "Notes" and "Security Agreement" shall be deleted.

2. The Original Equipment Lease shall be amended by the addition thereto of a new Recital C reading as follows:

"C. The Lessee and the Lessor have entered into a Debt Repricing Agreement dated as of January 1, 1984 (the 'Debt Repricing Agreement') with the Trustor, the Security Trustee and the Note Purchaser providing for a revision of the method for determining the interest rate payable on the Secured Notes of the Lessor originally issued pursuant to the Participation Agreement and, to evidence such revision, to exchange said originally issued Notes for the Secured Notes of the Lessor (the 'Notes') bearing interest at a variable rate as set forth therein. The Debt Repricing Agreement provides that the Notes will be secured by the Collateral granted to the Security Trustee pursuant to the Security Agreement-Trust Deed dated as of June 1, 1981 from the Lessor to the Security Trustee, as amended by the First Amendment to Security Agreement-Trust Deed dated as of January 1, 1984 (said Security Agreement-Trust Deed, as amended, being hereinafter referred to as the 'Security Agreement')."

3. Section 2.1(c) of the Original Equipment Lease is amended by adding new clauses (4) and (5) thereto reading as follows:

"(4) All amounts payable under Sections 2.2, 2.3 or 2.4 of the Debt Repricing Agreement to the Note Purchaser plus any amount necessary to hold the Lessor and the Trustor harmless on an after-tax basis from all taxes required to be paid by the Lessor or Trustor with respect to such payment under the laws of any federal, state or

local government or taxing authority, or under the laws of any taxing authority or governmental subdivision of a foreign country, net of any tax benefit realized by the Lessor or the Trustor by reason of such payment; and

(5) All amounts, if any, payable under Section 2.5 of the Debt Repricing Agreement (to the extent such payment does not give rise to a rental adjustment under Section 2.3(D) hereof) by the Lessee.

and by deleting the word "and" following the semicolon in clause (2) thereof and by replacing the period following clause (3) thereof with ";".

4. Section 2.2 of the Original Equipment Lease shall be amended by adding a new sentence following the second sentence thereof reading as follows:

"The installments of Additional Rental due pursuant to Section 2.1(c)(1) shall be paid on the installment payment dates specified in said Section 2.1(c)(1)."

The then next following sentence of said Section 2.2 (originally the third sentence thereof) shall be amended so that the Section reference therein reads "Section 2.1(c)(2), (3), (4) or (5)" and the final sentence of said Section 2.2 shall be amended by adding "Arizona," after the words "States of".

5. Section 2.3(D) of the Original Equipment Lease shall be amended so as to read in the entirety as follows:

"(D) the amount paid by the Lessor and/or the Trustor pursuant to Section 2.6 of the Participation Agreement and Section 2.5 of the Debt Repricing Agreement exceeds 0.70% of the aggregate Total Cost (as defined in the Participation Agreement) of the Equipment,"

6. The final paragraph of Section 2.3 of the Original Equipment Lease shall be amended so that references therein to "Section 7 of the Participation Agreement" shall be followed by the words "and Section 7 of the Debt Repricing Agreement".

7. Section 6.1(b) of the Original Equipment Lease shall be amended by adding thereto after the phrase "and 2.6 of the Participation Agreement," the phrase "and Section 2.5 of the Debt Repricing Agreement,".

8. The last sentence of Section 10.1 of the Original Equipment Lease shall be amended by adding thereto after the phrase "Except as provided in Section 2.6 of the Participation Agreement," the phrase "and Section 2.5 of the Debt Repricing Agreement,".

9. Sections 14.1(c) and (d) shall be amended so that each reference therein to "the Participation Agreement" shall be followed by the words "the Debt Repricing Agreement".

10. The first sentence of Section 19 of the Original Equipment Lease shall be amended so as to read in the entirety as follows:

"Anything to the contrary herein contained notwithstanding, any non-payment of Rent or other sum due hereunder shall result in the additional obligation on the part of the Lessee to pay an amount equal to interest at a rate 1% in excess of the Prime Rate (or the highest lawful rate, whichever is less) on such overdue amounts for the period of time during which they were overdue and not repaid."

11. Sections 20(a)(v) and (vii) of the Original Equipment Lease shall be amended by adding immediately following each reference to "the Notes" the phrase "or the Secured Notes issued pursuant to the Participation Agreement."

12. Section 21.2 of the Original Equipment Lease shall be amended so that the second sentence thereof reads in the entirety as follows:

"Any payment so made by any such party and all cost and expense (including, without limitation, reasonable attorneys' fees and expenses) incurred in connection therewith shall be payable by the Lessee to the party making the same upon demand as Additional Rental hereunder, with interest thereon at the lesser of (a) a rate 1% in excess of the Prime Rate, or (b) the maximum rate allowed by law."

Except to the extent hereby amended and modified, the Original Equipment Lease is in all respects ratified, confirmed and approved.

This Second Amendment shall be construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

This Second Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original and in each case such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their respective officers thereunder duly authorized as of the day and year first above written.

[CORPORATE SEAL]

ATTEST:

Linda B. McCall
Authorized Officer

THE CONNECTICUT BANK AND
TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee
under I.C.G. Trust No. 81-3

By [Signature]
Its Authorized Officer

[CORPORATE SEAL]

ATTEST:

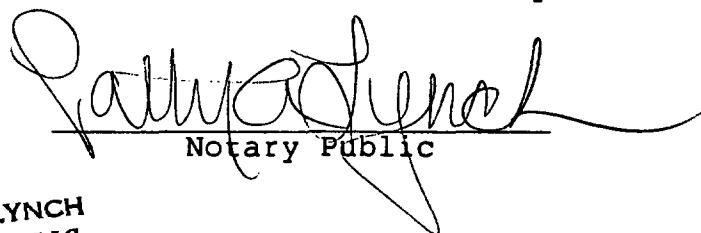
W. H. Hendrix
Assistant Secretary

ILLINOIS CENTRAL GULF
RAILROAD COMPANY

By [Signature]
Its Vice President

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this 17th day of May, 1984, before me personally appeared DONALD E. SMITH, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

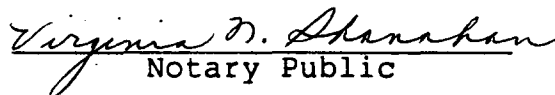

Notary Public

[NOTARIAL SEAL]

My commission expires: PATTY A. LYNCH
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1987

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 15th day of May, 1984, before me personally appeared D. E. Kanker, to me personally known, who being by me duly sworn, says that he is a Vice President of ILLINOIS CENTRAL GULF RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[NOTARIAL SEAL]

My commission expires: May 4, 1988

DESCRIPTION OF ITEMS OF EQUIPMENT

Description of New Items:	240 100-Ton Open Top Hopper Cars Marked and Numbered ICG 387500 through ICG 387739, inclusive
Description of Rebuilt Items:	11 Rebuilt SW-14 Diesel Electric Locomotives Marked and Numbered ICG 1478 through ICG 1488, inclusive

(I.C.G. Trust No. 81-3)

SCHEDULE A
(to Second Amendment to Equipment Lease)